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SUFFOLK COUNTY CLERK

RECORDS OFFICE

RECORDING PAGE

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Type of Instrument: JUDGMENT OF FORECLOS

Recorded: 1/26/2021

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Index Number: 12 17265 Sequence Number: 5661

Plaintiff(s) :

WELLS FARGO FINANCIAL CREDIT SERVICES NEW YORK INC

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Defendant(s) :

AGATE, DONNA

Attorney(s) :

TAX_MAP_NO:

Liber Page(s):
M00021414-372

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

Judith A. Pascale
County Clerk, Suffolk County

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ORIGINAL

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At IAS PART 33 of the Supreme Court of the State of New York, held in and for the County of SUFFOLK at the Courthouse thereof, 1 Court Street Riverhead, NY 11901 on the 11 day of January, 2021.

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PRESENT:

Honorable Mona F. Whyte

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J.S.C.

----------X

WELLS FARGO FINANCIAL CREDIT SERVICES NEW YORK, INC.

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Plaintiff,

vs.

DONNA AGATE; ANTHONY AGATE A/K/A ANTHONY J. AGATE ; EAST BAY ASSOCIATES AND "JOHN DOE" AND "JANE DOE" THE LAST TWO NAMES BEING FICTITIOUS, SAID PARTIES INTENDED BEING THE TENANTS OR OCCUPANTS, IF ANY, HAVING OR CLAIMING AN INTEREST IN, OR LIEN UPON THE PREMISES, DESCRIBED IN THE COMPLAINT,

"JOHN DOE #1" through "JOHN DOE #12", the last twelve names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises, described in the complaint,

Defendants.

----------X

Index No.: 17265/2012

JUDGMENT OF FORECLOSURE AND SALE ON CONSENT

Premises:
25 NEPTUNE AVENUE EAST
PATCHOGUE, NY 11772

ENTERED:
AT: JAN 26 2021
10:49 am

No Directive

Upon the Notice of Pendency of this action filed in the Office of the Clerk of the County of Suffolk on June 6, 2012 and renewed on December 18, 2017, the Summons, Complaint served herein and filed in the Office of the Clerk of the County of Suffolk on June 6, 2012 proof of due service thereof; and upon the Stipulation and Consent to Entry of Judgment of Foreclosure and Sale filed with the Court; and on all other papers previously filed herein; and upon all proceedings had herein, from all of which it appears that this action was brought to foreclosure a mortgage held

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by plaintiff on real property located at 25 NEPTUNE AVENUE, EAST PATCHOGUE, NY 11772,that the entire balance of the principal sum secured thereby and all other sums due thereon are now due and payable, that all defendants herein have been duly served with the Summons and Complaint and/or have duly appeared herein; that the time to answer or move with respect to the Complaint as against each and all of said Defendants; that an answer directed to the Complaint or otherwise has been interposed by or on behalf of any defendant and same has been withdrawn; that the time to do so has not been extended by stipulation or otherwise; that each and all of the defendants are in default, except those that have appeared herein; that none of the defendants is an infant or incompetent or absentee person and that the Notice of Pendency filed herein has been on file for twenty (20) days or more and contains all of the particulars required by law to be stated in such notice; and

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On reading and filing the Stipulation and Consent to Entry of Judgment of Foreclosure and Sale fully executed on July_____, 2020 and filed herewith, from which it appears that the sum of $515,439.48 together with interest, fees and costs for principal and interest and otherwise under the note and mortgage set forth and described in the Complaint as of June 6, 2012, and that the mortgaged premises must be sold in a single parcel; and

Upon the Court appearance on July 13, 2020 whereupon the appearing parties advised that: (1) the matter was settled in principal; (2) the Premises were vacant and (3) they intended to submit an executed stipulation consenting to judgment of foreclosure and sale and proposed judgment of foreclosure and sale; and

Upon the representation of the Parties than none of the defendants are subject to the protective provisions of the Soldiers' and Sailors' Civil Relief Acts of 1940, as amended, and are

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not subject to the protective provisions of the New York Soldiers' and Sailors' Civil Relief Act;

and it is

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ORDERED, ADJUDGED, AND DECREED that said Stipulation of Settlement and Consent to Judgment of Foreclosure and Sale from which it appears that the sum of $515,439.48 was due on the subject Note and Mortgage as of October 30, 2006, be and the same is hereby in all respects ratified and confirmed; and it is further

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ORDERED, ADJUDGED, AND DECREED that default judgment is granted against all remaining parties pursuant to CPLR 3215;

ORDERED, ADJUDGED AND DECREED that the mortgaged premises described in the Complaint in this action and hereinafter described be sold in one parcel at public auction to the highest bidder at Brookhaven Town Hall 631 3697200

Peter McGarvey 131 Union Ave Riverhead NY 11901 New York, under the direction of _____, Counselor-at-Law, who is hereby appointed Referee for that purpose. That said Referee give public notice of the time and place of said sale, according to law and the rules and practices of this Court, by publication in the South Shore Press

That the plaintiff or any other party or parties to this action may become a purchaser at such sale, and that if plaintiff becomes such purchaser no deposit shall be required. That said Referee execute to the purchaser or purchasers on such sale a deed or deeds of the premises sold.

All deed stamps, transfer taxes and recording fees, if any, shall be paid by the purchaser. That said Referee on receiving the proceeds of the sale, shall forthwith deposit the same in the name of the Referee, as Referee, with Nassau Trust

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and the Referee shall thereafter make the following payments therefrom and the Referee's checks drawn for such purpose shall be paid by depository, to wit:

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FIRST: The Referee shall pay a sum ~~not to exceed~~ $500.00, the amount allowed by section 8003 of the CPLR to the Referee as the Referee's fee herein.

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SECOND: The Referee shall pay advertising expenses and the expenses of said sale as shown on the bills presented and certified by the said Referee to be correct.

THIRD: The Referee shall pay the amount of any lien or liens upon the premises to be sold at the time of such sale for taxes, assessments, water rates and sewer rents, together with such interest up to the date of payment, together with any and all sums which may be necessary to redeem the property so sold from any and all sales, unpaid taxes, assessments, water rates, and any sums expanded for the protection, preservation, security or maintenance of the property, including, but not limited to, fire insurance and property inspections. The Referee shall pay or refund to the plaintiff, if paid by it, any of the aforementioned sums. The Referee shall pay to the plaintiff's attorney the sum of $ 4950.00 for reasonable attorney's fees incurred by plaintiff to protect or enforce plaintiff's security interest in the premises.

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FOURTH: The Referee shall pay to the plaintiff or its attorney the sum of $ 1580.00 which is hereby awarded to it for costs and disbursements to be taxed by the Clerk of this Court and inserted herein, with interest thereon from the date hereof, together with an extra allowance of $300.00 hereby awarded to the plaintiff in addition to costs and disbursements, with interest thereon from the date hereof, and also the sum of $ 515,439.48 being the amount reported due as aforesaid, together with interest at the contract rate thereon from to the date of this judgment and thereafter interest at the statutory rate thereon, to the date of the sale directed herein or to the date of the delivery of the Referee's deed, whichever is later or so much thereof as the purchase money will pay of the same.

FIFTH: That, if the Referee intends to apply for a further allowance for the Referee's fee, the Referee may leave on deposit such amount as will cover further order of the court, thereon after application duly made.

SIXTH: That the said Referee take receipts for the money so paid out by the Referee and file the same with the Referee's report of sale and that the Referee deposit the surplus money, if any, with the Treasurer of Suffolk County within five days after the same shall be received and ascertainable, to the credit of this action, to be drawn only on order of this Court, signed by a Justice thereof; and it is further

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ORDERED, ADJUDGED AND DECREED that the said Referee make a report of such sale and file it with the Clerk of the County of Suffolk within 30 days of completing the sale and executing the proper conveyance to the purchaser, and that the purchaser or purchasers at such sale be let into possession upon production of the Referee's deed or deeds; that if the proceeds of such sale be insufficient to pay the amount so reported due to the plaintiff and interest, costs and allowances as aforesaid, said Referee specify the amount of such deficiency in the Referee's report of sale; and it is further

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ORDERED, ADJUDGED AND DECREED that, in case the plaintiff shall become the purchaser of the premises directed to be sold, as aforesaid, or in the event that the rights of the purchaser at said sale, and the terms of sale under this judgment shall be assigned in or acquired by the plaintiff, and a duly executed assignment thereof in writing be filed with the Referee, said Referee shall not require the Plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to the plaintiff a deed or deeds of the premises sold, upon payment to the Referee of the amounts specified above in the paragraphs marked "FIRST", "SECOND" and "THIRD", or in lieu of the payment of the said last mentioned amounts, upon filing with said Referee receipts of the proper municipal authorities showing the payment thereof. That the balance of the amount bid, if any, shall be allowed to the plaintiff, and applied by the paragraph marked "FOURTH" above. That if, after so applying the balance of the amount paid, there shall be a surplus over and above the amounts due to the plaintiff, the plaintiff shall pay to the said Referee, upon delivery to it of the Referee's deed, the amount of such surplus, and the Referee shall then deposit the balance with such depository as herein directed; and it is further

ORDERED, ADJUDGED AND DECREED, that the defendants in this action, and all persons claiming under them subsequent to the filing of the Notice of Pendency of this action be,

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and they are forever barred and foreclosed of all right, title, claim, lien and equity of redemption in the said mortgaged premises and in each and every part and parcel thereof; and it is further

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ORDERED, ADJUDGED AND DECREED, that Plaintiff's entitlement to deficiency judgment is hereby waived in accord with the parties stipulation consenting to judgment of foreclosure and sale; and

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ORDERED, ADJUDGED AND DECREED that the premises be sold subject to:

(a) The state of facts an accurate survey will show;

(b) All covenants, restrictions, easements, agreements and reservations, if any, of record and to any and all violations thereof;

(c) Any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any;

(d) Any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and violations of the same;

(e) The physical condition of any buildings or structure on the premises as of the date of the later to occur of the closing date hereunder;

(f) Rights of the tenants in possession, if any.

(g) Prior mortgages and judgments, if any, now liens of record

(h) Right of Redemption of the United States of America, if any;

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INSIGHT TITLE COMPANY

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SCHEDULE A
DESCRIPTION OF MORTGAGED PREMISES

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Title No.: 77706-12-1

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All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in teh Town of Brookhaven, County of Suffolk and State of New York, known and designated as and by Lot 47 on a certain map entitled "Map of Pine Crest Section 1", and filed in the Office of the clerk of the County of Suffolk on 02/19/57 as Map No. 2686, more particularly bounded and described as follows:

Beginning at a point on the easterly side of Neptune Avenue distant North 6 degrees, 51 minutes, 30 seconds East 245 feet as measured along the easterly side of Neptune Avenue from the northerly and of an arc of a curve connecting the easterly side of Neptune Avenue with the Northerly side of Fairfax Road;

Running thence North 6 degrees, 51 minutes, 30 seconds East along the easterly side of Neptune Avenue 75 feet to a point,

Running thence South 83 degrees, 08 minutes, 30 seconds East 120 feet to a point;

Running thence South 6 degrees, 51 minutes, 30 seconds West 75 feet to a point,

Running thence North 83 degrees, 08 minutes, 30 seconds West 120 feet to the easterly side of Neptune Avenue at the point or place of beginning.

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(i) Rights of any defendants pursuant to CPLR Section 317, CPLR Section 2003 and CPLR Section 5015, if any;

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(j) Any and all Hazardous Materials in the premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and,

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(k) Other conditions as set forth in the terms of sale more particularly to be announced at the sale;

GRANTED

JAN 11 2021

JUDITH A. PASCALE
Clerk of Suffolk County

ENTER

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JAN 26 2021
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CLERK SUFFOLK COUNTY

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FOR

INFORMATION

ONLY FROM

THIS PAGE ON

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

WELLS FARGO FINANCIAL CREDIT SERVICES NEW YORK, INC.,

Plaintiff,

vs.

ANTHONY AGATE A/K/A ANTHONY J. AGATE ; DONNA AGATE; EAST BAY ASSOCIATES ,

Defendant(s).

INDEX NO.: 17265/2012

COSTS TO PLAINTIFF

MORTGAGED PROPERTY:
25 NEPTUNE AVENUE EAST
PATCHOGUE, NY 11772

COUNTY: SUFFOLK

SBL#: Section 973,50, Block 04.00, Lot 030.000

COSTS

Costs before Note of Issue - CPLR 8201(1)	$200.00
Allowance by statute - CPLR 8302(a)(b)	$150.00
First $200.00 at 10%	$20.00
Next $800.00 at 5%	$40.00
Next $2000.00 at 2%	$40.00
Next $5000.00 at 1%	$50.00
Additional allowance - CPLR 8302(d)	$50.00

COST TAXED AT $ 150.00
TIME _____ DAY OF _____

JAN 26 2021

JUDITH A. PASCALE
CLERK OF SUFFOLK COUNTY

FEES AND DISBURSEMENTS

Fee for index number -	CPLR 8018(a)	$400.00
Paid for searches -	CPLR 8301(a)(10)	$340.00
Request for judicial intervention	CPLR 8020(a)	$95.00
Clerk's fee for filing of Notice of Pendency -	CPLR 8021(a)(10)	$220.00
Motion fees -	CPLR 8020(a)	$90.00
Note of Issue -	CPLR 8020(a)	$35.00
Total		$1,580.00

ATTORNEY'S AFFIRMATION

The undersigned, Ryan Mitola, Esq., pursuant to CPLR 2106 and under penalties of perjury

17-025746 - RoO

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